Manufactured Home Park Tenancy Act

A Guide for Manufactured Home Park Landlords & Tenants in British Columbia

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Residential Tenancy Branch
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Introduction

This guide provides valuable information about how the *Manufactured Home Park Tenancy Act* affects landlords and tenants in manufactured home parks in British Columbia. The *Manufactured Home Park Tenancy Act* applies to tenancies in manufactured home parks in British Columbia. Manufactured home park tenancies fall under the *Manufactured Home Park Tenancy Act*, unless the tenant rents the home and the home site from the same landlord. If a tenant rents both the home and the site from the same landlord, the tenancy falls under the *Residential Tenancy Act*. The Act does not apply to accommodation occupied as vacation or travel accommodation.

For more detailed information on the types of tenancies covered by the *Manufactured Home Park Tenancy Act*, contact the Residential Tenancy Branch.

This Guide describes:

- renting the site;
- rights and responsibilities of landlord and tenant while the tenant is renting the property;
- how to handle disputes between landlords and tenants;
- ending a tenancy;
- list of forms required by the *Manufactured Home Park Tenancy Act*; and,
- addresses of Residential Tenancy Branch offices in British Columbia.

Residential Tenancy Dispute Resolution

Dispute resolution is a process that resolves manufactured home park tenancy disputes at hearings conducted by dispute resolution officers. The dispute resolution system is used for disputes between landlords and tenants. It cannot be used when the dispute is between tenants or between occupants sharing a manufactured home.

The Director of the Residential Tenancy Branch has authority under the *Manufactured Home Park Tenancy Act* to fulfill a role similar to that of a judge in a formal court setting. The Director has delegated this authority to Dispute Resolution Officers. Dispute Resolution Officers base their decisions on the **evidence** and arguments presented by both parties at dispute resolution hearings, and the provisions of the *Manufactured Home Park Tenancy Act* and other applicable laws. Dispute resolution officers' decisions are final and binding, subject to limited review provisions contained in the Act and judicial review by the Supreme Court.

The Director of the Residential Tenancy Branch designates dispute resolution officers to hear disputes, and Residential Tenancy Branch offices schedule hearings that will be conducted in person or by conference call as determined by the Director. The *Manufactured Home Park Tenancy Act* sets out the law as it applies to manufactured home park tenancy situations and specifies the matters that can go to dispute resolution. The Supreme and Provincial Courts of British Columbia accept the jurisdiction of dispute resolution officers to make decisions in manufactured home park tenancy disputes.

For More Information

This guide provides general information on the *Manufactured Home Park Tenancy Act*. For more information, go to the Residential Tenancy Branch website, contact the office nearest you or call the recorded information line at 604-660-1020 in the Lower Mainland or 1-800-665-8779.

Where the Act and this guide differ, the Act prevails. You may purchase a copy of the Act and Regulations by contacting:

Crown Publications
521 Fort Street
Victoria BC V8W 1E7
Phone: 250-386-4636

You can also obtain a copy from the Residential Tenancy Branch website: www.rto.gov.bc.ca.

Renting a Manufactured Home Site

To rent in British Columbia, the landlord and tenant must enter into a written tenancy agreement. Effective January 1, 2004, landlords can no longer require a security deposit for a manufactured home site tenancy, however landlords can require that a tenant who is having a manufactured home moved on or off a manufactured home site provide the landlord with proof of third party liability insurance against damage caused by the move.

Tenancy Agreements

Since July 1, 1996, new tenancy agreements between a landlord and tenant must be in writing and must contain terms that outline the rights and responsibilities of both parties. Terms that must be in a written tenancy agreement include the date on which the tenancy starts, when the agreement was entered into, address of the manufactured home site, when the rent is due, legal names of the landlord and tenant, address and / or telephone number of the landlord's agent, rent increases, repairs, access, if the tenancy is for a fixed term, the date the tenancy ends, and which services and facilities, if any, are included in the rent.

A landlord is responsible for ensuring that any manufactured home site tenancy agreement entered into or renewed after July 1, 1996, complies in all respects with the Act and the Manufactured Home Park Tenancy Regulation. The Regulation states that specific terms, whether included or not in the written tenancy agreement, are deemed to be part of the agreement.

The agreement must be in at least 8 point type and must be signed and dated by the landlord and tenant.

This sentence is an example of 8 point Times New Roman type.

This sentence is an example of 8 point Arial type.

A copy of the Regulation may be purchased from Crown Publications or downloaded from the RTB website.

A copy of the written tenancy agreement **must** be provided to the tenant no later than 21 days after the agreement is entered into. A version of the Manufactured Home Site Tenancy Agreement is available on our website or by contacting the nearest Residential Tenancy Branch, Government Agent's office or BC Access Centre. However, use of this form is not mandatory and landlords may develop their own form, as long as the agreement complies with the Regulation.

The Manufactured Home Site Tenancy Agreement is designed for use in all manufactured home park tenancies, with one exception. If the tenant rents the site and the manufactured home from the same landlord, that tenancy falls under the *Residential Tenancy Act*. There is a model Residential Tenancy Agreement available.

The tenancy agreement must be completed fully and be signed and dated by both the landlord and the tenant.

Additional Terms

The landlord and tenant can negotiate additional terms that may be included in the agreement. Additional terms can deal with issues such as:

- fees and deposits;
- rules about pets;
- what parking is included; and
- what is agreed about trim and outside fixtures.

If the model Manufactured Home Site Tenancy Agreement is used, additional pages can be attached for this purpose.

Landlords and tenants can agree to any terms, if the terms comply with the Act, and are clear and easily understood, unless the terms are "unconscionable". An unconscionable term is one that is oppressive or grossly unfair to one party to the agreement. If a tenant signs an agreement that conflicts with his or her rights under the Act, the terms of the agreement which conflict with the *Manufactured Home Park Tenancy Act* may not be enforceable.

Tenancy Agreements for People Under 19

Tenancy agreements signed by people under 19 years are enforceable. That means a tenant under 19 is just as accountable for his or her actions as a tenant over 19.

Application and Processing Fees

Landlords are not permitted to charge fees for accepting an application for a tenancy, processing the application, or investigating the applicant's suitability as a tenant, whether at the start of the tenancy or on a tenant's request to assign or sublet the tenancy agreement.

Moving Insurance or Bond

Effective January 1, 2004, landlords can require that a tenant who is having a manufactured home moved on or off a manufactured home site provide the landlord with proof of third party liability insurance against damage caused by the move. The tenant must provide the landlord with the requested proof before moving the home.

Park Development Fees

A landlord must provide the manufactured home site in a reasonable state of repair that complies with housing, health and safety standards required by law. A landlord cannot charge a tenant for the direct costs of meeting this obligation, unless the charge is to repair damage caused by the tenant.

Security Deposits

Effective January 1, 2004, the landlord may not ask the tenant to pay a security deposit (sometimes called a damage deposit) when they enter into a tenancy agreement, or at any time during the tenancy. A security deposit that is already held at that date may be retained by the landlord and used to cover damages as agreed by the tenant or ordered by a dispute resolution officer. More information on security deposits is available at any Residential Tenancy Branch, on our recorded information line, or on our website *(see Residential Tenancy Branch offices)*.

Note: It is an offence for a landlord to require more than one security deposit.

Other Fees and Deposits

Landlords can charge non-refundable fees for the following:

- direct cost of replacing keys or other access devices;
- direct cost of additional keys or other access devices requested by the tenant, over and above those provided with the tenancy agreement;
- fees charged by a bank for a returned cheque;
- an administration fee if a tenant's cheque is returned by the bank, or for late payment of rent;
- fees for additional services or facilities not included in the tenancy agreement.

Separate deposits for keys, garage door openers, access cards and other related items are allowed, unless a key for which the deposit is charged is the only means of accessing the site.

Normally facilities and services are included in the tenancy agreement. However, if a separate contract is entered into for a facility or service such as additional parking, deposits under that contract may be permitted.

Landlords are not permitted to charge a pet deposit in a manufactured home park tenancy.

Pets

Effective January 1, 2004, landlords can prohibit pets or categories of pets, and can set rules regarding pets. Existing pets and guide animals are exempt from this provision *(see Park Rules)*.

Failure to Comply with the Act or a Term in the Agreement

A landlord and tenant should try to resolve any dispute over a requirement of the *Manufactured Home Park Tenancy Act* or a term of the tenancy agreement. If they are unable to solve the matter, a party may apply for a dispute resolution officer's order requiring the other party to comply with a requirement of the Act or a term of a tenancy agreement. This will assist in resolving disputes over whether terms in a tenancy agreement are reasonable and enforceable without placing the tenancy agreement at risk.

Q. What can I do if a tenant refuses to pay a fee that is required under the tenancy agreement?

A. A landlord can apply for a dispute resolution officer's order requiring the tenant to pay a required fee, together with a monetary order that can be enforced through Small Claims Court. If the tenant refuses to pay the fee in future, the landlord can issue a Notice to End Tenancy for failure to comply with a dispute resolution officer's order.

Income and Other Discrimination

A landlord can't discriminate against a tenant or prospective tenant based on income if the source of the income is legal. The Human Rights Code states no one can discriminate in a tenancy or any other matter on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, or sexual orientation. However, this may not apply to certain tenancies where:

- the manufactured home park is reserved for people 55 or older, or
- the site is designed for people with disabilities.

Individuals who believe they have been discriminated against can contact the BC Human Rights Tribunal.

Q. Is it income discrimination if a landlord refuses to rent to someone because that person is on income assistance?

A. Yes. Income assistance is a legal source of income; a landlord can't refuse to rent to people for this reason alone.

For more information on discrimination, contact:

BC Human Rights Tribunal
1170 – 605 Robson Street
Vancouver BC V6B 5J3

Phone: 604-775-2000 or 1-888-440-8844

Park Rules

Manufactured home parks frequently have rules that are established by the landlord to govern the operation of the park. Park rules that are in place at the time a tenancy is entered into form part of the tenancy agreement, and can be enforced in the same way that any other term is enforced.

Changing Rules

A rule can be changed only in the following circumstances:

- by written agreement between the landlord and tenant;
- by park committee;
- by the landlord, in accordance with the regulations; or
- on assignment of the tenancy agreement.

A landlord and tenant can mutually agree to any change in a term of the tenancy, including a rule, as long as that agreement is made in writing. The Regulation provides that the rules that are in effect for any new tenancies in a park must be provided to a potential purchaser before a request for an assignment is made, and those rules will apply to the tenancy from the time of the assignment *(see Request for an Assignment or Sublease)*.

When Rules can be Changed

A landlord or park committee can establish rules that will apply to new tenancies at any time; however rule changes that will apply to existing tenancies can only be made in accordance with the Regulation.

The Regulation provides that a rule can be established or changed by a landlord if the rule:

- promotes the convenience or safety of the tenants;
- protects and preserves the condition of the park or the landlord's property;
- regulates access to or fairly distributes a service or facility; or
- regulates pets in common areas.

A rule can only be established or changed if it is reasonable in the circumstances. The rule must apply to all tenants in a fair manner, and must be clear enough that a reasonable tenant can understand how to comply with it. A rule, or change to a rule, can't change a material term of a tenancy agreement. Otherwise, if a rule conflicts with a term of a tenancy agreement, the rule applies.

Tenants must be given at least two weeks notice, in writing, of any change to the rules.

Park Committees

A park committee which will have the power to establish or change rules must be elected in accordance with the Regulation.

A meeting to establish a park committee can be called by a landlord or a tenant. The person calling the meeting must give written notice of the meeting to each tenant and, if called by a tenant, to the landlord at least 2 weeks before the meeting. The notice must state the purpose of the meeting, and include Part 3 of the Regulation – Park Committees.

The meeting cannot proceed unless the landlord and tenants representing a majority of the manufactured homes in the park are present, in person or by proxy. Each tenancy is only entitled to one vote.

A vote must first be held to determine who will chair the meeting and who will keep the minutes that are required under the Regulation. The elected chair must then hold a vote on whether a park committee will be established. The landlord and a majority of the tenants eligible to vote must vote in favour of establishing a park committee if the committee is to be established. A secret ballot must be used if a resolution requiring it is passed by the meeting.

If the meeting is not held because a majority of the tenants are not present, in person or by proxy, or if the proposal to establish a park committee is voted down, 60 days must elapse before another meeting can be held to consider the establishment of a park committee.

A park committee consists of the landlord (or someone nominated by the landlord) and between 2 and 5 tenants who ordinarily reside in the park. To elect a tenant member, a majority of the tenants who are eligible to vote must vote for that tenant. An abstention is not counted in determining whether there is a majority.

Annual Meeting

An elected park committee member remains in office until the close of the next annual meeting. The park committee must hold an annual meeting, within 15 months of the meeting at which the committee was elected, to discuss park issues and to elect committee members. The committee must give at least 2 weeks notice of the meeting, in writing, to the landlord and to each tenant. The annual meeting cannot continue unless the landlord and tenants representing at least one third of the sites in the park are present in person or by proxy.

If an annual meeting is not held within 15 months, the park committee is disbanded. A new park committee can be established only using the procedure set out above.

Decisions of a Park Committee

A park committee can only make decisions by unanimous agreement. If the committee is unable to agree to a proposal to establish, change or repeal a rule, they may, by unanimous agreement, refer the proposal to a vote of the landlord and the tenants of the park. Such a vote will be by secret ballot if a majority of the members of the park committee so resolve.

Notice of a proposal to change the rules must:

- advise that only one landlord, and only one tenant from each site may vote;
- set out the proposal
- include a ballot and instructions *(see Manufactured Home Park Tenancy Regulation)*;
- advise that a failure to vote will count as a vote in favour of the proposal.

A rule proposal that has been put to the vote of the tenants by a local park committee passes by majority vote. The park committee must establish, change or repeal a rule in accordance with the approved proposal.

Landlord and Tenant Rights and Obligations

Landlord and tenants have certain rights and obligations. Both must comply with the *Manufactured Home Park Tenancy Act* and the terms contained in their tenancy agreement. This section describes:

- when a landlord can enter the site;
- the landlord's responsibility for providing access to the building for a tenant and their guests;
- who is responsible for repairs and services;
- the tenant's responsibility for paying rent;
- selling or renting the manufactured home;
- requesting an assignment or sublease;
- what to do if a landlord or tenant does not comply with the Act or a term of a tenancy agreement.

When a Landlord Can Enter the Site

A tenant is entitled to exclusive possession of a manufactured home site, including reasonable privacy, freedom from unreasonable disturbance, and quiet and peaceful enjoyment of the manufactured home site. A landlord may enter the tenant's site under the following circumstances:

- to collect rent, or give or serve a document required under the Act;
- there is an emergency and entry is necessary to protect life or property;
- the tenant is at home and agrees to let the landlord or the landlord's agent enter the site;
- the tenant agreed, not more than 30 days before, to let them enter the site for a certain reason;
- the tenant has abandoned the site;
- the landlord has a dispute resolution officer's order or court order to enter the site;
- the landlord has given the tenant written notice at least 24 hours and no more than 30 days in advance. The notice must give the reasons for entering, which must be reasonable, and the time that the landlord will enter the site. The time in the site must fall between 8 a.m. and 9 p.m., unless the tenants agree to another time.

If a landlord does not follow these rules, a tenant can contact a Residential Tenancy Branch to help resolve the dispute *(see Handling Disputes)*. If the dispute goes to dispute resolution and the dispute resolution officer believes the landlord may continue to enter the site illegally, the dispute resolution officer may suspend or set conditions on the landlord's right to enter the site.

Q. How can a landlord protect themselves and their property from a tenant who claims the landlord has been entering their site illegally and has applied for dispute resolution to suspend the landlord's right of access?

A. A tenant must prove through evidence provided at a dispute resolution hearing that a landlord violated their privacy before an order will be issued restricting access. A landlord may want to discuss this with an Information Officer before dispute resolution.

Q. What if the tenant restricts the landlord's access without a dispute resolution officer's order?

A. The landlord can give a tenant a written notice that the tenant has contravened the Act and must correct the situation within a reasonable amount of time. If the tenant does not

restore the landlord's access, the landlord can give the tenant a one-month notice to end the tenancy (see Handling Disputes and Ending a Tenancy).

Access To and Within Park for Tenant and Guests

A landlord must provide access to the park for a tenant, his or her guests and any political candidates or their representatives who are canvassing or distributing material when seeking election to a federal, provincial, regional, municipal or school board office. This means that the landlord can't make such rules as "no guests after 10 p.m.", "no overnight guests" or other rules that would limit a person's ability to access the manufactured home site.

Note: A landlord cannot unreasonably restrict access or make charges for overnight guests. A tenant is responsible for any noise, damage or other problems caused by their guests. A tenant cannot change locks or other means that give access to common areas within the park unless the landlord consents to the change. It is an offence for a landlord or tenant to contravene these rules, unless granted permission to do so by a dispute resolution officer.

Repairs and Services

A landlord and tenant are responsible for maintaining, repairing and servicing the manufactured home site.

The tenant must:

- repair any damage that they or their guests cause, whether on purpose or by accident;
- keep the site and common areas in a condition that meets reasonable health, cleanliness and sanitary standards; and
- contact the landlord as soon as possible if a serious problem arises involving repairs or services that are the responsibility of the landlord.

A tenant is responsible for maintaining and repairing the manufactured home and any outbuildings or other improvements installed on the manufactured home site by the tenant, unless the tenancy agreement provides that the landlord will maintain those improvements.

The landlord must:

- maintain the manufactured home park in a reasonable state of repair that complies with housing, health, and safety standards established by bylaw;
- oversee repairs for serious problems (unless it's an emergency, a landlord must give proper notice to enter the site [see When the Landlord Can Enter the Site]; however, reasonable access should be allowed if repairs are at the tenant's request); and
- post emergency contact information in a visible place in the park, or provide tenants with that information in writing. The emergency contact can be the landlord and/or another person *(see Emergency Repairs).*

If either a landlord or a tenant does not live up to his or her obligations, the other party can contact the Residential Tenancy Branch for assistance and, if the dispute is not resolved, apply for dispute resolution *(see Dispute resolution).*

Regular Repairs

A regular or minor repair is not an emergency; however, it is an inconvenience for the tenant and may make the tenancy less valuable. If the repair is not for damages done by a tenant or their guests, the landlord is generally responsible for it. If the landlord doesn't make the repair, the tenant can contact the Residential Tenancy Branch for assistance.

If unable to resolve a dispute, either the landlord or the tenant may apply for dispute resolution *(see Handling Disputes)*. If a dispute resolution officer agrees that a repair is required and the tenant is not responsible for the damage, the landlord will be ordered to complete the repairs within a given time. If the landlord doesn't make the repairs, the dispute resolution officer may order that the tenant can undertake the repair and deduct the cost from the next month's rent. Alternatively, the dispute resolution officer may order that the rent be paid into a trust fund to cover the cost of the repairs. The landlord will be charged administration fees for this service.

The dispute resolution officer may also reduce the tenant's rent to reflect the lowered value of the tenancy. For example, if the tenant is required to use a laundromat because repairs haven't been made, the dispute resolution officer may reduce the rent to reflect not only the increased costs, but also the tenant's time.

If a landlord fails to make repairs, a tenant may apply for dispute resolution requesting the rent be redirected. The dispute resolution officer may order the rent be redirected to the Director, or some other party. The dispute resolution officer may then spend the redirected rents to ensure the repairs are carried out, or may release the rents to the landlord in order to cover the costs of making the repairs. When the repairs are completed to the dispute resolution officer's satisfaction, any remaining rents will be returned to the landlord, less any administrative charges required under the Act.

Terminating or Restricting Non-Essential Services or Facilities

A landlord can eliminate or restrict a service or facility unless:

- the service or facility is essential to the use of the manufactured home site as a site for a manufactured home, or
- providing the service or facility is a material term of the tenancy agreement.

The landlord must give 30 days written notice, on a Notice Terminating or Restricting a Service or Facility form *(see Forms)*, and must reduce the rent in an amount equivalent to its value.

A service or facility is not essential if the tenant can obtain the service or facility, or a reasonable substitute, through an alternate source. For example, it is not essential that cablevision be provided by the landlord if the tenant can purchase it direct from a cable supplier. A landlord could not eliminate or refuse to repair the sewage system, as the tenant cannot reasonably replace the service.

Note: It is an offence for a landlord to discontinue providing a service or facility that is essential to the tenant's use of the site for their residence, even if the service or facility is not recorded in the tenancy agreement.

Emergency Repairs

Repairs are considered an emergency only if the health or safety of the tenant is in danger or if the building or property is at risk. Emergency repairs are permitted for:

- major leaks in the pipes;
- damaged or blocked water, or sewer pipes, or
- electrical systems.

A landlord **must** post an emergency contact name and phone number in a visible place in the park, or provide tenants with the name and number of the emergency contact in writing. If an emergency arises and the tenant is unable to get in touch with the emergency contact, the tenant may have the repairs done without obtaining a dispute resolution officer's order. If the tenant does contact the landlord before the repairs are completed, the landlord may either take over the repairs and pay for work done up to that point or allow the repairs to continue and reimburse the tenant for the full cost incurred.

Note: The tenant must try to contact the landlord or the emergency contact number at least twice and allow a reasonable amount of time for the contact to respond before going ahead with the emergency repairs

Here are two examples of situations where a tenant may have emergency repairs done and recover the costs from the landlord:

- the pipes have broken, and the home or site is flooding; or
- the electricity has failed, there is no other proper heat source for the home, and it is cold.

Here are some situations that are not considered emergencies, or are not recoverable from the landlord:

- the kitchen sink is plugged, or
- a heating element on the stove has burned out.

A landlord is not responsible for emergency repairs that are needed to the manufactured home itself. If the pipes or electrical system have failed, it is the landlord's responsibility to repair them to the point at which the manufactured home is hooked up. Any problems with the pipes or wiring in the home itself are the tenant's responsibility, unless caused by the negligence or failure to repair of the landlord.

Q. What if the repair-person overcharges the tenant for the repairs and the tenant has deducted the cost from the rent?

A. The landlord and the tenant should discuss the problem. If they can't agree, then either one can contact the Residential Tenancy Branch for assistance. If necessary, the landlord could apply for a monetary order (see Monetary Claims). If the dispute resolution officer agrees with the landlord, the tenant may have to pay for the extra costs. A tenant should make reasonable efforts to ensure that the price paid is not excessive.

Reimbursing a Tenant for Emergency Repairs

A landlord must reimburse a tenant for the costs of emergency repairs unless a dispute resolution officer orders otherwise. The tenant must provide all receipts for repairs and a written account of what happened. If, after receiving the receipts and account from the tenant, the landlord doesn't

reimburse, the tenant can deduct the repair costs from the rent payments. The landlord cannot try to end the tenancy because the tenant deducted the costs. However, if the landlord believes that the costs were too high, or the repairs were unnecessary or were required because the tenant didn't take proper care of the site, the landlord can:

- file a monetary claim against the tenant, or
- issue a Notice to End Tenancy for non-payment of rent.

If a dispute resolution officer decides in the landlord's favour, the tenant will be required to pay the costs as ordered by the dispute resolution officer. If the landlord has already paid the bills or if the tenant has deducted the costs from the rent, the tenant must pay the landlord back.

If a dispute resolution officer orders the tenant to pay for the emergency repairs and the tenant does not pay, the landlord can:

- end the tenancy for non-payment of rent if the tenant has already deducted the cost of the repairs from the rent payments, and
- file the order in Provincial Court where it remains enforceable for 10 years.

Collecting Rent

A tenant must pay the rent on time. Landlords have the right to request post dated cheques. If a tenant doesn't pay all the rent on the due date, the landlord may issue a 10-day notice advising the tenant to pay all rent owing within five days or vacate on the tenth day after service of the Notice to End Tenancy.

Tenants can only apply to have the notice set aside if they can prove that the rent has been paid in full; if they have deducted a portion of rent for emergency repairs or for overpayment of rent, or if a dispute resolution officer has so ordered. There is no general provision in the Act to allow a dispute resolution officer to extend the time frame for a tenant to pay rent. If utility charges owed to the landlord are unpaid more than 30 days after the tenant has been given a written demand for payment, a landlord can issue a 10 day notice and treat the unpaid utility charges as late payment of rent. Repeated late rent payment is grounds for a landlord to end a tenancy.

Q. What happens if a tenant moves without paying the rent?

A. The landlord may apply to the Residential Tenancy Branch for a monetary order against the tenant for the amount owing for unpaid rent and other costs such as cleaning etc. (see Handling Disputes).

A landlord can't seize or damage a tenant's property when the rent isn't paid. If they do, the tenant can ask a dispute resolution officer to order the landlord to return the items or to reimburse the tenants for the value of the items seized or damaged. If a landlord does seize the tenant's property for non-payment of rent, the landlord may be committing an offence and be liable for a fine of up to $5,000 (payable to the Crown).

In order for a landlord to proceed with a monetary claim against a tenant, the landlord must have a forwarding address at which to serve dispute resolution documents to the tenant.

Tenant's Right to Quiet Enjoyment

A tenant is entitled to quiet enjoyment under the Act, including:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession of the manufactured home site subject only to the landlord's right to enter the site *(see When a Landlord Can Enter the Site)*;
- use of common areas for reasonable and lawful purposes, free from significant interference.

A landlord is responsible for taking reasonable steps to deal with problems that a tenant or the tenant's guests are causing for tenants in other homes. Tenants are responsible for ensuring that neither they nor their guests unreasonably disturb other occupants of the park.

Selling or Renting the Manufactured Home

If a tenant wishes to sell or rent a manufactured home in the park, the tenant must first seek the written consent of the landlord to assign or sublet the manufactured home site tenancy. The request must be made, and considered by the landlord, in accordance with the Manufactured Home Park Regulation. The landlord cannot unreasonably withhold consent.

An assignment is the transfer of the tenancy agreement to the purchaser of the manufactured home. The purchaser becomes the tenant, and takes over all the obligations of the tenant in the tenancy agreement. The terms of the tenancy agreement, including rent, do not change, although any Notice of Rent Increase that has been issued will take effect as though no transfer of the tenancy had occurred.

A sublet is a separate tenancy agreement between the owner of the home and the renter. The tenancy agreement between the home owner and the park owner remains in place, and continues to be governed by the *Manufactured Home Park Tenancy Act*. A separate tenancy agreement is established between the home owner and the new tenant who is renting the home. That tenancy is governed by the *Residential Tenancy Act*. Different terms can be agreed, including rent, as long as they comply with the *Residential Tenancy Act*, however the home owner must ensure that those terms do not violate the original tenancy agreement.

Where there is a sublease, the home owner remains responsible for all terms of the original agreement he or she has with the park landlord. If that tenancy is ended, the sub-tenancy will also end.

Request for an Assignment or Sublease

Before requesting the landlord's consent to an assignment or sublease, the home owner must provide a copy of:

- any written tenancy agreement, and any written rules applicable to the tenancy, to a proposed purchaser, or
- any written terms or rules applicable to the sublease, to a proposed subtenant.

The home owner must request the landlord's consent in writing, on the Request for Consent to Assign or Sublet a Manufactured Home Site Tenancy Agreement form, and using a method of service established under the Act *(see Service of Documents)*. The form provides the landlord

with information regarding the proposed purchaser or subtenant that will allow the landlord to check their suitability as a tenant:

The landlord can only refuse consent if:

- the landlord has reasonable grounds to conclude that a proposed purchaser is unlikely to comply with the tenancy agreement or applicable rules, or is unable or unlikely to pay the rent;
- the landlord has reasonable grounds to conclude that the proposed sublease is likely to result in a breach of the home owner's obligations under the tenancy agreement or rules;
- the tenant is behind on the rent or there is an outstanding dispute resolution officer's order against the tenant;
- it is an over-55 park and there is no purchaser or subtenant who has reached 55 years of age;
- the proposed purchaser or subtenant intends to use the home for business purposes or has purchased more than one manufactured home in the park;
- the tenancy is a monthly tenancy and the home has been removed or destroyed;
- the tenant has agreed, in the tenancy agreement, not to sublease;
- the manufactured home does not comply with housing, health and safety standards required by law; or,
- the landlord, as a result of being unable (despite reasonable efforts) to contact one or more references and has been unable to obtain sufficient information to made a decision.

In refusing a request on one or more of these grounds, the landlord must inform the tenant the grounds on which the request is being refused, which must comply with the Regulation, and the source and nature of the information that supports those grounds. If a landlord is unable to contact one or more of the references provided, the landlord must promptly advise the home owner and make every reasonable effort to contact those references and any additional references provided by the home owner in their place.

The Regulation allows a landlord 10 days to investigate and respond to a request to assign or sublet. The time can be extended by agreement between the landlord and tenant. If the tenant does not receive the landlord's response within 10 days, or such longer time as has been agreed, the landlord's consent is deemed to have been given and the tenant may proceed with the sale or sublease. In making the request, the tenant must allow sufficient time for the landlord to investigate and respond before the date the tenant intends to sign any sale agreement or sublease.

If a landlord withholds consent without good reason, a dispute resolution officer may find that the landlord is unreasonably withholding consent and order that the tenancy is assigned or sublet.

Important: It is an offence for a landlord to receive payment or other benefit, directly or indirectly, for letting a tenant assign or sublet a tenancy.

Rent Increases

Landlords may increase rents by a percentage amount, which is calculated by a formula set by regulation. If a rent increase doesn't exceed the allowable percentage, tenants cannot dispute it through dispute resolution. If a given rent increase does exceed that permitted, a tenant can apply for a dispute resolution officer's order that the landlord comply with the provisions set out in the Act and Regulation, however the tenant should first take reasonable steps to resolve the issue with the landlord. The allowable percentage for each year is available at any Residential Tenancy Branch, on our website, and on our recorded information line *(see Residential Tenancy Branch offices)*.

A landlord can ask a dispute resolution officer to allow a bigger increase, using the required Application for Additional Rent Increase form, if the landlord has:

- completed significant repairs or renovations that are not recurring with a reasonable time period;
- incurred a financial loss from an extraordinary increase in operating expenses, or
- incurred a financial loss from an increase in financing costs that could not reasonably have been foreseen.

A landlord seeking an additional rent increase under these grounds must make a single application to increase the rent for all sites in the park.

A landlord can also seek an additional rent increase if the rent for a site is significantly lower than that of similar sites in the area. A landlord who, as the head tenant of a site, receives an additional rent increase can ask a dispute resolution officer for permission to increase the rent charge to a subtenant by an additional amount on that basis.

More information on additional rent increases is available at any Residential Tenancy Branch, on the website and on the recorded information line.

Landlords can increase the rent only once a year. A landlord can't require a new rent increase until 12 months following the date the last rent increase became effective. In a new tenancy, a rent increase can't be collected until 12 months from the start of the tenancy.

A landlord must provide 3 months notice of a rent increase, on the Notice of Rent Increase form required by the *Manufactured Home Park Tenancy Act*. These forms are available through the Residential Tenancy Branch nearest you, from a Government Agent office or BC Access Centre, or on our website. The landlord must deliver the Notice of Rent Increase to the tenant in accordance with the service provisions of the Act *(see Service of Documents)*.

Q. Do the rent increase provisions mean that I am limited to a certain amount I can raise the rent every year?

A. Yes, and there are rules to specify how much an annual rent increase can be. A landlord can raise the rent to a maximum prescribed by the Manufactured Home Park Tenancy Regulation. At the start of a new tenancy, a landlord is free to set rent at whatever the rental market will bear.

Hidden Rent Increases

A tenant can contact the Residential Tenancy Branch if he or she believes the landlord is hiding rent increases in the form of fees for, or removal of, facilities and services that were supposed to be included in the tenancy agreement. If a hidden rent increase is determined, the dispute resolution officer may order the landlord to reimburse the tenant, or may order the rent reduced by the decreased value of the tenancy, unless and until the landlord restores the service or facility. How the tenant gets reimbursed for a hidden rent increase depends on whether or not the tenancy is still in place or if the tenant has since relocated. The tenant may be able to deduct the amount from the rent or may receive a monetary order enforceable against the landlord.

Example: If a landlord starts charging for access to a clubhouse or for cable part way through the tenancy, it could be a hidden rent increase.

Ending a Tenancy

This section describes:

- when a tenancy ends;
- what to do if both the landlord and tenant want to end the tenancy;
- what a tenant must do if he or she wants to move;
- what a landlord must do if he or she wants a tenant to move;
- ending a fixed-term tenancy agreement;
- abandoned or frustrated tenancies; and,
- what happens if a tenant leaves anything behind when he or she moves out.

When a Tenancy Ends

A tenancy ends only if:

- the tenant or landlord gives notice to end the tenancy in accordance with the *Manufactured Home Park Tenancy Act*;
- the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the site at the end of the term;
- the landlord and tenant agree in writing to end the tenancy;
- the tenant vacates the site or abandons the manufactured home on the site;
- the tenancy agreement is frustrated; or,
- a dispute resolution officer orders that the tenancy is ended.

If the tenant gives less than the proper notice, or doesn't move on or before the last day of the tenancy, he or she may be liable to pay the landlord, for over holding, a pro-rated amount of rent and any additional costs the landlord may incur for that period.

Those costs may include costs of housing a new tenant who was set to move into the site and storing that tenant's manufactured home. A landlord may try to recover these costs through dispute resolution *(see Monetary Claims)*. This provision does not override the landlord's obligation to mitigate the potential loss. For example, if the landlord loses a new tenant because the tenant overholds, the landlord must attempt to re-rent the site as soon as possible.

Mutual Agreement to End a Tenancy

At any time a landlord and tenant can agree in writing that the tenancy agreement will end on a specified date. The landlord or the tenant can draw up their own agreement or they can use a sample form, available from any Residential Tenancy Branch office.

This agreement can form part of a fixed-term tenancy agreement. Such an agreement must specify that the tenant will vacate the site at the end of the fixed-term.

The Tenant Wants to Move

When a tenant wants to move, he or she must provide the landlord a written, signed notice providing the complete address of the manufactured home site and indicating when the tenant plans to move. The notice must be a minimum of one clear month, cannot take effect before the end of a fixed term tenancy agreement, and must be given on or before last day of a rental payment period to be effective on the last day of a subsequent rental payment period.

For example, in a month-to-month tenancy, if rent is due on the first day of the month, the tenant must give notice to the landlord no later than September 30th to move on October 31st If the tenancy agreement is for a fixed term ending December 31st, the tenant can give notice any time up to November 30th, to take effect on December 31st.

The Landlord Wants the Tenant to Move

If a landlord wants a tenant to move, they must give the tenant notice on a Notice to End Tenancy form which is available through the Residential Tenancy Branch, Government Agent's office, BC Access Centre, or on our website. The notice must:

- be signed and dated by the landlord or the landlord's appointed agent;
- include the complete site address and the date the tenant is to move;
- include the reasons for asking the tenant to move; and
- outline the tenant's right to dispute the notice (included on the pre-printed form).

In most circumstances, the landlord must give a tenant at least one or two months' notice to move. The following section describes:

- when the landlord can give one-month notice;
- when the landlord can give two-months' notice;
- what happens if a new person joins the tenant's household;
- what happens if the tenant disputes a Notice to End a Tenancy; and
- what happens if a tenant refuses to leave the rental property.

One-Month Notice

A landlord can give a tenant a one-month notice to move for the following reasons:

- The tenants or their guests have caused extraordinary damage to the manufactured home site or park.
- The tenants or their guests have damaged property over and above reasonable wear and tear and haven't made repairs within a reasonable period of time.
- The tenants or their guests have seriously jeopardized the safety or other right or interest of the landlord or another occupant; significantly interfered with or unreasonably disturbed the landlord or another occupant of the park, or put the landlord's property at significant risk.
- The tenants or their guests have engaged in illegal activity that has, **or is likely to**, cause damage to the landlord's property; adversely affect the quiet enjoyment, security or safety of other occupants; jeopardize a lawful right or interest of the landlord or other occupant, or put the landlord's property at risk.
- The tenant is repeatedly late paying rent
- The tenant breaches a material term of the tenancy agreement and does not correct the situation within a reasonable time after receiving written notice from the landlord to do so.
- The tenant knowingly gave false information about the site or building to someone interested in renting a site or buying the building.
- There is an unreasonable number of occupants on the site.
- The site must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority.
- The tenant assigns or sublets the site without the landlord's consent.

- The tenant's employment as caretaker, janitor, manager or superintendent has ended; the tenant was provided with the site for the term of his employment, and the landlord needs the site for a new caretaker, janitor, manager or superintendent.
- The tenant was provided with the site during their employment and that employment has ended.
- The tenant has not complied with a dispute resolution officer's order.

Note: Effective January 1, 2004, landlords are able to end tenancies for illegal activity that has, or is likely to:

- *Cause damage to the landlord's property*
- *Adversely affect the quiet enjoyment, security or safety of other occupants*
- *Jeopardize a lawful right or interest of the landlord or other occupant*
- *Put the landlord's property at risk*

Twelve-Month Notice

Effective January 1, 2004, a landlord can give the tenant a twelve-month notice to move only if the landlord intends to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park. It is not sufficient to leave the land vacant. The landlord must have all the necessary permits and approvals required by law before the notice to end is issued.

A landlord cannot use this provision to end a single tenancy under this part unless the park contains only one site that is rented, or the site is the only occupied site in a portion of the park that the landlord intends to develop.

A landlord cannot end a tenancy on a site that will not form part of the new development, unless the site must be vacated in order that the development can proceed and there is no other viable alternative.

If the landlord gives a Notice to End a Tenancy for redevelopment of the park and there is a fixed-term tenancy in place, the effective date of the Notice can be no earlier than the pre-determined end date of the fixed-term.

Except in a fixed-term tenancy, if the landlord gives the tenant a twelve-month Notice to End a Tenancy, the tenant can move earlier by giving the landlord a minimum 10-day written notice and paying the rent due up to the date they plan to move. A landlord must refund a pro-rated portion of the rent if the tenant has paid the full month's rent, and vacates the site with the minimum required written notice.

A landlord who gives a tenant notice for redevelopment must pay the tenant, on or before the effective day of the notice the equivalent of twelve months' rent.

If a landlord doesn't take steps to accomplish the purpose listed on the Notice to End Tenancy, within a reasonable time frame after ending the tenancy, the landlord must pay the tenant an additional six times the monthly rent payable under the tenancy agreement.

Contact the Residential Tenancy Branch for more information about the twelve-month Notice to End Tenancy.

A New Person Joins the Household

Without a valid reason, the landlord can't end a tenancy because a new person joins the household. For example, if the addition of the person makes the number of people living on the site unreasonable, the landlord can give the tenant a one-month Notice to End Tenancy. The landlord would require good supporting evidence and reasons for restricting the number of occupants in a tenancy, or to show the number of occupants is unreasonable.

When a Landlord Can End a Tenancy without Full Notice

The landlord can apply for dispute resolution to end a tenancy without the usual notice if a tenant or the tenant's guests have:

- significantly interfered with or unreasonably disturbed another occupant of the park, or the landlord;
- seriously jeopardized the safety, rights or interests of the landlord or another occupant of the park;
- engaged in illegal activity that has caused or is likely to cause damage to the landlord's property; disturb or threaten the security, safety or physical well-being of another occupant of the park, or jeopardize a lawful right or interest of another occupant or the landlord; or,
- caused major damage to the park.

The landlord must be able to demonstrate sufficient urgency to the situation to justify not giving the usual notice. The Act requires that it must be unreasonable or unfair, to the landlord or other occupants, to require a one-month notice.

Note: Solid and convincing evidence must be provided for a dispute resolution officer to end a tenancy without full notice.

The landlord can give a 10-day notice to end the tenancy for failure to pay rent at any time after the date the rent was due. If the tenant pays all of the outstanding rent within five days of receiving this notice, the notice is void. If the tenant does not pay the rent due or file for dispute resolution disputing the rent due, they must move out of the property within 10 days of receiving the notice.

*Note: It is an offence for a landlord to seize a tenant's personal property to satisfy a claim **without** a court order.*

When a Tenant Can End a Tenancy without Full Notice

If the tenant believes that the landlord has breached, or broken, a material term of the tenancy agreement, the tenant can elect to treat the tenancy as ended. The tenant must first inform the landlord of the breach and give a reasonable period of time to correct the breach. If not corrected and the tenant decides to end the tenancy, the tenant must inform the landlord of this decision in writing. The tenant should document the breach of agreement as such actions often result in dispute resolution. If a dispute resolution officer decides that the term was not material or there was not a breach sufficient to end the tenancy, or the tenant did not exercise all available options such as seeking a dispute resolution officer's order, the tenant may be liable for the landlord's proven costs. A tenant must exercise all reasonable options available under the Act before electing to end the tenancy without the proper notice.

Note: Material terms are sometimes identified as such in a tenancy agreement. They tend to be important provisions of the tenancy. More information on material terms is available on our website.

Disputing a Notice to End Tenancy

If a tenant believes the notice is not justified, he or she can contact the Residential Tenancy Branch *(see Handling Disputes)*.

The deadlines for applying for dispute resolution are:

Length of Notice to End Tenancy	Deadline to Apply for Dispute resolution
10-day notice (failure to pay rent)	within five days of receipt of the Notice to End Tenancy
One-month notice	within ten days of receipt of the Notice to End Tenancy
Twelve-month notice	within 15 days of receipt of the Notice to End Tenancy

If the deadline is missed, it may be possible to obtain an extension, however a dispute resolution officer cannot extend the time to pay rent without the landlord's agreement, unless the tenant deducted the unpaid amount because the tenant believed that the deduction was allowed for emergency repairs or under a dispute resolution officer's order. If a formal application to dispute the notice is not filed with the Residential Tenancy Branch, the tenant accepts that the tenancy will end on the date given.

If the Site is not Vacated

If a landlord has reason to believe the tenant may not move, he or she can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed, or after the tenant has disputed the notice.

The landlord can also make an oral request for an Order of Possession at a dispute resolution hearing on a tenant's application to dispute a Notice to End Tenancy. If the tenant's application is dismissed or the tenant does not appear, the dispute resolution officer must grant such a request.

Fixed-Term Tenancy Agreements

A fixed-term tenancy agreement ends if the landlord and tenant agree in writing that the tenancy ends on a specific date and that the tenant must vacate the site on that date. If the tenancy agreement is a fixed term tenancy that does not provide that the tenant will vacate, and the tenant does not wish to continue the tenancy after the term, the tenant must provide the landlord with a one-month written notice ending the tenancy, on or before the last day of the previous month.

If the agreement is not renewed and there is no specific agreement in writing that the tenancy will end and the tenant will move at the end of the fixed-term, the tenancy automatically becomes a month-to-month tenancy after the fixed-term expires.

Abandonment

A landlord can determine that a tenancy agreement has been abandoned if the tenant does not pay the rent, and removes the home from the site or removes all personal possessions from the home, unless the landlord has specific information that the tenant does not intend to end the tenancy and plans to return. The landlord can also determine abandonment if the tenant has told the landlord that he or she doesn't intend to return, or the circumstances surrounding the giving up of the site are such that the tenant could not reasonably be expected to return. If the tenant leaves their possessions in the home, even if the tenant doesn't pay rent, the landlord must wait for a month within which the tenant does not ordinarily occupy the home before making a determination of abandonment. A landlord cannot determine abandonment if the rent has been paid.

If the tenant has left only a few possessions in the home, the landlord can consider the probability that those possessions have been forgotten or left as being of no value in deciding whether he or she has to wait a month before removing the possessions and re-renting the site *(see When a Tenant Leaves Possessions Behind).*

If a tenant is going to be away for a period of time, it's a good idea to tell the landlord and make arrangements to pay their rent while they are gone. If the tenant does not inform the landlord that they will be away, does not pay their rent on time, and is gone for 30 days or more, the landlord may believe the tenant has abandoned the site and start to remove the tenant's possessions.

Frustration

A tenancy agreement is frustrated if the manufactured home site becomes unusable, or the common areas of the manufactured home park are so damaged by an unforeseen event beyond the control of the parties that they cannot be repaired within a reasonable time. The tenancy agreement ends when the unexpected event occurs. No notice to end the tenancy by either party is required.

When a Tenant Leaves Possessions Behind

If a tenant leaves any possessions behind when the tenant moves out, the landlord must store them in a safe place for a period of 60 days following removal and keep a written inventory of the abandoned property. If the property has a total market value of less than $500; the cost of removing or storing the property would be more than the proceeds of its sale, or the storage of the property would be unsanitary or unsafe, the landlord may dispose of the property in a commercially reasonable manner. If the tenant doesn't claim the goods within the required time, and if they owe the landlord money under the tenancy agreement, the landlord can sell the goods in accordance with the Regulation. The landlord can deduct, from the proceeds, any amounts payable by the tenant plus reasonable costs of storing and disposing of the property. Any money left over must be forwarded to the Administrator under the *Unclaimed Property Act.*

Not less than 30 days before disposing of the property, the landlord must give notice of disposition to any person who:

- has registered a financing statement in the name of the tenant or the serial number of the property in the Personal Property Registry;
- is registered as an owner of the manufactured home in the Manufactured Home Registry, if the property is a manufactured home, and
- to the knowledge of the landlord, claims an interest in the property.
- The landlord must also publish the notice in a newspaper published in the area in which the manufactured home site is situated.

The notice must contain:

- the name of the tenant;
- a description of the property to be sold;
- the address of the manufactured home site;
- the address where the property is being stored, if it is not being stored on the site;
- the name and address of the landlord; and,
- a statement that the landlord will dispose of the property, unless the person being notified takes possession of the property, establishes a right to the property, or makes application to a dispute resolution officer or the Supreme Court to establish such a right within 30 days of being served with the notice.

The notice must be given in accordance with the *Personal Property Security Act.* Any such person must pay the landlord's moving and storage costs before taking possession of the property in which they have an interest.

Monetary Claims

A landlord or tenant has up to two years from the end of the tenancy to apply for dispute resolution making a monetary claim for debts or damages respecting a right or obligation under the *Manufactured Home Park Tenancy Act*. Common examples of monetary claims by a landlord include rent owing and damage above normal wear and tear. Tenants may claim for such things as an overpayment of rent, or additional costs incurred because of a landlord's failure to provide a service or facility included in the tenancy agreement.

A tenant may receive a monetary order for a reduced use of the manufactured home site if all or part of it becomes unusable through no fault of the tenant, even where the landlord is also not at fault. However, a monetary award against the landlord will not be granted for damage to a tenant's possessions, including the manufactured home, unless the landlord was negligent and can be shown to be at fault. More information about monetary claims is available on the website.

Manufactured home park tenancy dispute resolution officers can hear applications for monetary claims up to the limit established for Small Claims Court, currently $25,000. If the damage claim exceeds $25,000, the dispute must be filed in the Supreme Court. Parties may choose to limit the amount claimed to $25,000 to make use of the dispute resolution system, however, they cannot then make a separate claim for the balance in any court.

If a landlord or tenant does not make a monetary claim within two years of the end of the tenancy, the claim is extinguished and cannot be collected. However, a landlord or tenant who is the respondent on a claim filed towards the end of that period is entitled to file an opposing claim until the hearing on the original claim is finished, even though the two years might have expired.

Handling Disputes

Information

Discuss the problem with the other party. If the issue is not resolved, contact a Residential Tenancy Branch Information Officer who will explain landlord and tenant rights, responsibilities, and options under the Act.

Information that may assist in ensuring that the other party understands the provisions of the Act is available in any Residential Tenancy Branch office or on our website *(see Residential Tenancy Branch offices)*.

Local Park Committee

A Local Park Committee that is established in accordance with the Regulation can assist in the voluntary resolution of disputes in a park. In providing such assistance, the Committee is permitted to canvass tenants in the park for their opinions, but is not permitted to release any information concerning a particular dispute unless all the parties to the dispute agree.

Dispute Resolution

If the dispute isn't resolved, either the landlord or the tenant may apply for dispute resolution. To apply for dispute resolution, the applicant must fill out an Application for Dispute resolution and pay a filing fee. The applicant may ask that the filing fee be repaid by the respondent. It may be possible to waive the filing fee for low-income applicants based on proof of income. The applicant must serve a copy of the Application for Dispute Resolution and Notice of Hearing to the other party, called the Respondent, within 3 days of applying for dispute resolution *(see Service of Documents)*. An Application for Dispute Resolution must be served by giving a copy of the Application, Notice of Hearing, and any attachments to each person named on the application. The hearing package must be served personally or by registered mail *(see Service of Documents)*.

A landlord cannot ask a tenant to agree to opt out of dispute resolution as a condition of entering into, or as a term of, a tenancy agreement. Such a term is contrary to the Act, and is not enforceable.

Important: Depending on the type of dispute, there may be deadlines for filing for dispute resolution *(see Disputing a Notice to End Tenancy)*.

Q. What happens during dispute resolution?

A. The dispute resolution officer will review the facts and hear the relevant evidence from both sides. Most hearings are completed in less than one hour. The burden of proof is on the person making the application to prove their claim at a hearing. Therefore, parties to a hearing must provide the best evidence possible to support their claims. If conflicting evidence is provided, the dispute resolution officer must decide which evidence is stronger, and make a decision. The dispute resolution officer is bound by law to make a decision based on the merits of each case, and is not bound by legal precedent.

Note: It is an offence for a landlord or tenant to give false or misleading information in a dispute resolution proceeding.

The dispute resolution officer will make a decision within 30 days. If the dispute resolution officer determines the matter is frivolous or vexatious, trivial or not initiated in good faith, the dispute resolution officer may dismiss the case without making a decision. A written decision is provided.

Dispute resolution officers may assist the parties to mutually resolve the dispute in dispute resolution, and can record any settlement in the form of a decision or order.

Q. How do I prepare for my dispute resolution hearing?
A. Information on getting ready for dispute resolution is available at any Residential Tenancy Branch office, Government Agent, BC Access Centre, or on our website.

Joined Dispute resolution

Tenants who have similar and related disputes with the same landlord, or a landlord who has similar disputes with more than one tenant in the same park, may apply to the Director to have those disputes heard and decided together.

Those who apply for joined dispute resolution must agree in writing to deal with all the issues at once.

Review of Dispute Resolution Officer's Decision

The *Manufactured Home Park Tenancy Act* permits a dispute resolution officer to reopen a matter in limited circumstances where a party can show that evidence exists that did not come to the dispute resolution officer's attention, and would likely have affected the dispute resolution officer's decision. Those circumstances arise if a party:

- was unable to attend the original hearing due to circumstances that could not be anticipated and that were beyond his or her control,
- has new and relevant evidence that was not available at the time of the original hearing, or
- has evidence that the dispute resolution officer's decision was obtained by fraud.

On receipt of the written decision or order, a party to a hearing who wants a review must submit an Application for Review of the Decision or Order of a Dispute Resolution Officer, with the filing fee, within:

- 2 days, where the matter relates to a request for an order of possession, or an order assigning or subletting a tenancy,
- 5 days, on a repair application or an application disputing a notice to end a tenancy or
- 15 days, on any other matter.

The application must clearly set out the grounds for review, and be accompanied by sufficient **evidence** to support the grounds on which the application is made. The dispute resolution officer will generally make the initial decision of whether to reopen the matter based solely on the application for review submitted by the applicant and accompanying evidence.

A hearing is not required at this stage of the review process although a dispute resolution officer may call the parties back for a review hearing. If the dispute resolution officer decides that sufficient grounds exist to allow the review, the applicant will be required to serve the other party with a copy of the dispute resolution officer's decision reopening the matter. The other party will have an opportunity to respond to any new evidence before a final decision is made.

Note: Evidence may include affidavits, records, documents, or exhibits. Allegations or an otherwise unsupported application for review will not be sufficient to obtain a review.

Applications for review may be filed at any Residential Tenancy Branch office, Government Agent's office, or BC Access Centre.

If a landlord or tenant has some other basis for review, or believes that the dispute resolution officer made an error on the review application, that party may apply to the Supreme Court of British Columbia for a petition for judicial review under the *Judicial Review Procedure Act*. A landlord or tenant considering this action may wish to seek legal advice.

Note: It is important to understand that no government official or Residential Tenancy Branch staff has the ability to change, vary, alter, or interfere with a dispute resolution officer's decision. Only a Justice of the Supreme Court can review a dispute resolution officer's decision based on an error in law, bias, or procedural fairness.

Enforcing Your Order

Dispute resolution officers' decisions and orders are enforceable in the Provincial and Supreme Courts of British Columbia. If a dispute resolution officer makes an order in your favour, it is your responsibility to enforce the order. The *Manufactured Home Park Tenancy Act* does not give the Residential Tenancy Branch or a dispute resolution officer the authority to enforce orders or to assist you with this process. Most people comply with a dispute resolution officer's order once it is served on them. If a tenant does not comply with a dispute resolution officer's order within 30 days of the date specified in the order or, if the order does not specify a date, within 30 days of receiving the order, the landlord can give a one month notice ending the tenancy.

Monetary Orders are enforceable in the Provincial Small Claims Court. Orders of Possession and other non-monetary orders are enforceable in the Supreme Court of British Columbia. Orders of Possession cannot be filed in a court for enforcement, until the expiry of the time limit for application for review.

Once the order is filed with the courts, the applicant has the use of the enforcement tools of the courts.

The Residential Tenancy Branch has handouts on enforcing Orders. Contact your nearest Residential Tenancy Branch office if you didn't receive a copy with your dispute resolution officer's order.

Enforcement proceedings are matters of the Supreme and Provincial Courts of British Columbia. Although an Information Officer can give you some general information on how to initiate enforcement proceedings, this is a matter that falls under the jurisdiction of the courts. Questions relating to the enforcement process should be directed to the local court registry.

Offences

There are some actions taken by a landlord or tenant that could constitute an offence under the *Manufactured Home Park Tenancy Act*. Upon conviction, a landlord or tenant may be fined up to $5,000 for each offence depending on the nature of the offence. A number of offences have been identified throughout this publication. In addition, it is an offence to:

- coerce, threaten, harass or intimidate a tenant or landlord because he/she was seeking a remedy under the *Manufactured Home Park Tenancy Act*;
- give false or misleading information at a dispute resolution proceeding;
- cause deliberate damage to property;
- contravene or fail to comply with a dispute resolution officer's decision or order; or
- seize or interfere with access to a tenant's property.

Enforcement falls under the *Offence Act* and is the responsibility of law enforcement agencies and Crown Counsel. The onus is on the complainant to initiate action. Please contact the nearest Residential Tenancy Branch office for a full list of offences and/or more information about the offence provisions of the Act. Information Officers may be able to suggest remedies under the Act that can address your concerns.

Service of Documents

Any notice or document that is required to be served on a landlord or tenant must be delivered in accordance with the *Manufactured Home Park Tenancy Act*.

The following types of documents must be served directly to the other party or in the case of a landlord to an agent of the landlord or by registered mail to the person's residence or if for a landlord to the address where the person carries on business as a landlord:

- an Application for Dispute Resolution, which must be served with the Notice of Hearing *(see Handling Disputes)*
- a Dispute Resolution Officer's Decision to proceed with a review

An Application for Dispute Resolution regarding an Order of Possession for a landlord can be served by attaching a copy to the door or another conspicuous place at which the tenant resides.

Any other notice or document may be served by:

- leaving it with the person or, if for a landlord with an agent of the landlord;
- sending it regular or registered mail to the person's residence or, if for a landlord , to the place where the person carries on business as a landlord (deemed received on the fifth day after mailing);
- leaving it at the persons' residence with an adult who apparently lives there;
- leaving it in a mailbox or mail slot at the person's residence or, if for a landlord, at the address where the person carries on business as a landlord (deemed received on the third day after leaving it); attaching it to a door or other conspicuous place at the person's residence or, if for a landlord, at the place where the person carries on business as a landlord (deemed received on the third day after posting); or,
- faxing it to the fax number provided as an address for service by the person to be served (deemed received on the third day after faxing).

If a question arises regarding service of documents, it will be the responsibility of the person serving the documents to provide proof of service to the dispute resolution officer. If the person who served the tenant is unable to attend the hearing, a sworn Affidavit of Service generally provides sufficient evidence of service.

Forms

The following forms are available by contacting any Residential Tenancy Branch, Government Agent's office BC Access Centre, or on our website.

Notice of Rent Increase

A landlord must give a tenant a copy of this completed notice at least three months before a rent increase is due to take effect.

Notice to End Tenancy (10 Day Notice, 1 Month Notice, 12 Month Notice)

A landlord must use the appropriate notice to end the tenancy agreement, unless the tenancy is a fixed-term agreement that contains a predetermined expiry date and the tenant has agreed to vacate by that date, or the landlord and tenant have agreed in writing to end the tenancy.

Notice Terminating or Restricting a Service or Facility

A landlord must give the tenant a copy of this completed notice at least 30 days before terminating or restricting a service or facility.

Application for Dispute Resolution

The person bringing a dispute to dispute resolution must fill out this application if they want a dispute resolution officer to resolve a dispute. The applicant must deliver this application to the nearest Residential Tenancy Branch, Government Agent office or BC Access Centre.

Application for Additional Rent Increase

A landlord must use this form to request an increase over the regulated annual amount. The applicant must deliver this application to the nearest Residential Tenancy Branch, Government Agent office or BC Access Centre.

Application for Consent to Assign or Sublet a Manufactured Home Site Tenancy Agreement

A tenant must use this form to request a landlord's consent to assigning or subletting the tenancy agreement before selling or renting the manufactured home. The tenant must allow sufficient time for the landlord to investigate and respond before the date the tenant intends to sign any sale agreement or sublease. The landlord has 10 days to respond (or longer, if agreed with the tenant).

A **Tenancy Agreement** must meet certain criteria established under the Regulation. A sample Manufactured Home Site Tenancy Agreement is available on our website.

Residential Tenancy Branch Offices

To speak to an Information Officer, or to listen to our recorded information line, call:

- Lower Mainland: 604 660-1020
- Victoria: 387-1602
- Elsewhere in B.C.: 1-800-665-8779

If you prefer to communicate with us by email, please send a message to:

- HSRTO@gov.bc.ca

You can also visit the RTB:

Lower Mainland

400 - 5021 Kingsway Avenue Burnaby, BC V5H 4A5

Vancouver Island

1st Floor, 1019 Wharf Street Victoria, BC V8W 9J8

Hours at the Burnaby and Victoria offices are 8:30 a.m. to 4:30 p.m., Monday to Friday.

Interior and North

101 – 2141 Springfield Road Kelowna, BC V1Y 7X1

The Kelowna office is open from 8:30 a.m. to noon, Monday to Friday. It provides limited services.

If there is no Residential Tenancy Branch in your area, you can pick up residential tenancy guides, fact sheets and forms at your local Government Agent Office or BC Access Centre.